

RECEIVED

SEP 16 2015

TONY R. MOORE, CLERK
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE, LOUISIANA

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF LOUISIANA - LAFAYETTE DIVISION

GOLDMAN SACHS BANK USA,

Plaintiff,

v.

MICHEL B. MORENO, TIFFANY C.
MORENO, MBM 2011 DOH GRANTOR
RETAINED ANNUITY TRUST, TCM 2011
DOH GRANTOR RETAINED ANNUITY
TRUST, MBM 2011 MGH GRANTOR
RETAINED ANNUITY TRUST, TCM 2011
MGH GRANTOR RETAINED ANNUITY
TRUST, MORENO PROPERTIES TWO,
LLC, AND NICHOLSON ESTATES,
L.L.C.,

Defendants.

CIVIL CASE NO. 15-2018

JUDGE REBECCA F. DOHERTY

MAGISTRATE JUDGE C. MICHAEL HILL

ORDER TO APPOINT KEEPER

Considering Plaintiff's *Motion to Appoint Keeper* and the memorandum in support;

IT IS HEREBY ORDERED that (a) Latter & Blum Property Management, Inc. be and is hereby appointed keeper, without bond or security, for safekeeping, maintenance, reservation and/or operation of the Port Road Property and Nicholson Estates Property, as more fully described in Exhibit A and Exhibit B attached hereto and made part hereof (collectively, the "Mortgaged Property"), (b) such keeper shall also have the duties and powers described in LA. REV. STAT. §§ 9:5136 through 5140 with respect to the Mortgaged Property, including, but not limited to, the receipt and collection of any and all sums of money arising from the Lease and Rents, as defined in the Mortgages, the right to operate under the authority of any existing

permits, contracts, leases, and licenses on the Mortgaged Property, the right to obtain property and casualty, general liability, and worker's compensation insurance for the protection of the Mortgaged Property, (c) the U.S. Marshals Service shall surrender possession of the Mortgaged Property to the keeper named herein upon the execution of the writ of seizure and sale in this action, and (d) upon such surrender, the U.S. Marshals Service shall be discharged from its duties and responsibilities for the safekeeping of the Mortgaged Property.

IT IS FURTHER ORDERED that Goldman Sachs Bank USA shall release, hold harmless and indemnify the United States of America, the U.S. Marshals, their agents, servants and employees, and all others for whom they are responsible, from any and all liability or responsibility for claims arising out of the care and custody of the Mortgaged Property.

Signed this 16 day of Sept., 2015 in Lafayette, Louisiana.


UNITED STATES DISTRICT JUDGE

COPI SENT
DATE 9-16-15
BY ag
TO USMS 300